

**SAMHS RIDER E**  
**Performance Requirement Document**

**Mental Health Services**

The following provisions specify program requirements for this agreement.

**I. GENERAL PROVISIONS**

- A. Eligibility.** All individuals meeting clinical and programmatic criteria for any Substance Abuse and Mental Health Services (SAMHS) Adult Mental Health funded service are eligible for that service without regard to income, within existing contract resources.
- B. Service Planning.**
1. The Provider shall use uniform intake and assessment tools and procedures and shall report data elements according to reporting schedules and processes established by the Department. The Provider also shall use and abide by all policies, procedures, and protocols developed by the Department, including, without limitation, procedures and protocols for tracking and reporting (i) grievances and rights violations, and (ii) critical incidents. The Provider shall electronically transmit identified uniform data elements in accordance with specifications established by the Department. The Provider agrees to cooperate with DHHS and/or its Authorized Agent in Prior Authorization and Utilization Reviews established by DHHS and/or its Authorized Agent.
  2. The Provider shall abide by and implement Individualized Support Plan (ISP) policies, procedures, practices, and/or protocols established by the Department for carrying out the Provider's functions pursuant to *Bates v. DHHS* (AMHI Consent Decree), including, without limitation, (i) requirements for supporting Behavioral Health Home and Community Integration Service staff in their role of coordinating and monitoring progress on ISPs, and (ii) procedures for completing initial and subsequent 90-day reviews in a timely manner.
- C. Service Standards.** The provision of services to a client shall not be contingent on the receiving of other supports, services, benefits, or entitlements from your agency. Providers will respect existing relationships of a client which the client wishes to maintain. If an individual's assessment for needed services identifies a service need, the provider shall assist in the referral process if the individual desires.
- D. Availability of Peer and Family Support.** The Provider shall give all new clients information regarding services available through peer support organizations/groups. The Provider shall include among their services the referral of family members with whom the providers have contact to area family support groups such as NAMI-Maine. When referring a family member to a family support group the Provider shall provide information regarding the group and shall additionally offer to call the support group to give the family member's name and means whereby the support group may contact him or her.

**E. Availability of access to opportunities for consumer input and involvement.**

The Provider shall give all new clients information regarding organized opportunities within the agency for consumer voice and input into policies, development and implementation of mental health services such as a consumer advisory group. The Provider shall give all new clients and make available to existing clients, information about the Consumer Council System of Maine (CCSM) and opportunities for participation in local councils of the CCSM. Printed information will be made available through the CCSM.

**F. Licensure and Location**

The Provider shall maintain a valid Certificate of Licensure as a Mental Health Agency in accordance with 34-B M.R.S.A. § 1203-A and/or other required licensure during the term of this Agreement.

The Provider shall deliver necessary services where the clients are located, in the event that clients are unable to come to the Provider's office to receive services.

**G.** The Provider shall report to the DHHS Division of Licensing and Regulatory Services and to the DHHS SAMHS Program Administrator identified in Rider B, all major programming and structural changes in programs funded, seeded, or licensed by DHHS. Any program changes that will add, alter or eliminate existing services must be negotiated with the Program Administrator prior to any implementation.

**H. Trauma-Informed Care :** The Provider shall have a plan for providing trauma-informed care based on principles of trauma-informed care and generally recognized bases of trauma-specific interventions, both as outlined by the Substance Abuse and Mental Health Services Administration at:  
<http://www.samhsa.gov/nctic/trauma-interventions>

**I. Co-occurring Mental Health and Substance Abuse Disorders.** In support of the DHHS statewide initiative to create a system welcoming to clients with co-occurring mental health and substance abuse disorders, the Provider agrees to the following:

1. The Provider shall not deny services to any individual solely on the basis of the individual's having a known substance use/abuse disorder in addition to their mental illness;
2. The Provider shall maintain a written protocol or policy that describes its service approach to individuals with a co-occurring mental health and substance abuse disorder; and
3. The Provider shall ensure that appropriate staff receive training in the interrelationship of mental illness and substance abuse, the identification of available resources, and the referral and treatment process; and

4. The Provider shall institute a discrete screening process for identifying people with complex, co-occurring Mental Health and Substance Disorder needs and diagnoses, using a standard tool approved by the Department.
5. The Provider shall identify, engage and serve individuals with co-occurring substance abuse and mental health disorders and incorporate attention to these issues in all aspects of program content and documentation.

**J. Interpretation Services (Communication Access).** The Provider shall determine the primary language of individuals requesting services and ensure that the services are provided either by a bi-lingual clinician or with the assistance of a qualified interpreter when English is not the primary language. If not otherwise funded by MaineCare or some other source, the Provider shall obtain the service at its own expense. The client shall not be charged for this service.

**K. Accessibility for the Deaf, DeafBlind, and Hard of Hearing.** The Provider shall maintain and periodically test appropriate telecommunication equipment including TTY, videophone, or amplified telephone, or computer-based telecommunication programs, including IP-Relay services. Equipment or some form of access to relay services must be available and accessible for use by clients and staff for incoming and outgoing calls. The Provider shall ensure that appropriate staff has been trained in the use of the telecommunications devices and that if there is a TTY or video phone number, that the TTY telephone number is published on all of the Provider's stationery, letterhead, business cards, etc., in the local telephone books, as well as in the statewide TTY directory. Where no TTY or VP number exists, providers should assure that clients are advised to use relay services by placing such information on providers stationery, letterhead, and business cards. The Provider, at its expense, shall obtain the services of a qualified sign language interpreter or other adaptive service or device when requested by a consumer or family member. Interpreters must be licensed with the Maine Department of Professional and Financial Regulation in the Office of Licensing and Registration. The Provider shall document the interpreter's name and license number in the file notes for each interpreted contact.

**L. Deaf, DeafBlind, and/or Severely Hard of Hearing.** Providers who serve deaf, deafblind and/or severely hard of hearing consumers shall:

1. Provide visible or tactile alarms for safety and privacy (e.g., fire alarms, doorbell, door knock light);
2. Provide telecommunication access that is appropriate for the consumers' linguistic ability and preference and ensure the consumers have the relevant relay service, telephone numbers, or web sites readily available; and
3. Train staff in use and maintenance of all adaptive equipment in use in the program, including but not limited to hearing aids, assistive listening devices, videophone or TTY, fax machine, television caption controls, and alarms.

More information can be found at the The Maine Center on Deafness website:  
<http://mcdmaine.org/>.

- M. Provider Responsibilities: Deaf, DeafBlind, Hard of Hearing and/or Nonverbal.** Providers who serve deaf, deafblind, hard of hearing, and/or nonverbal consumers for whom sign language has been determined to be a viable means of communication shall:
1. Provide ongoing training in sign language and visual gestural communication to all staff on all shifts who need to communicate meaningfully with these clients, and shall document staff attendance and performance goals with respect to such training;
  2. Develop clear written communication policies for the agency and each program of the agency, including staff sign/visual gestural proficiency expectations and when and how to provide qualified sign language interpretation; and
  3. Ensure that staff and provider case managers serving DeafBlind and dual sensory impaired consumers are appropriately trained to provide human guide, tactile wayfinding, and informal communication techniques as needed by the consumer.
  4. Ensure that staff and provider case managers have a level of proficiency in sign language that is sufficient to communicate meaningfully with consumers OR
  5. Hire an interpreter at all required check-ins at provider expense with the exception of situations where bilingual staff can provide their services directly in the language of the consumer.
- N. Annual Survey.** The Provider shall support and participate in the Annual Adult Health and Well-Being Survey in accordance with the protocols developed by the Department.

## **II. CONSENT DECREE COMPLIANCE**

- A.** The Provider shall provide services in a manner consistent with terms of this section and to work cooperatively with the Department in fulfilling its requirements under the “AMHI Consent Decree” in *Bates vs. DHHS*, Civil Action No. 89-88 (Me. Superior Ct., Kennebec County), the terms of which are incorporated herein by reference. Nothing elsewhere in this Agreement should be read to restrict or limit requirements in this section.
- B. All Providers.** All providers of services subject to this Rider E shall have written protocols and/or policies for the following:
1. The Provider shall have in place a grievance policy and procedure in compliance with the Rights of Recipients of Mental Health Services.
  2. The Provider shall notify all clients who apply for services of their rights under the AMHI Consent Decree and under the Rights of Recipients of

Mental Health Services. Furthermore, the Provider shall notify clients of their right to name a designated representative or representatives to assist them. The Provider shall also provide information to clients regarding available advocacy programs.

3. Providers of mental health services with a Board of Directors must have consumer representation among the voting membership on their Board of Directors. This may include current or former consumers, who self-disclose as consumers and need not be consumers of the Provider's services. Other Mental health providers without a Board must have a consumer advisory committee.
4. The Provider will not discontinue or otherwise interrupt services which the Provider agrees to deliver to the client, without complying with the following terms:
  - a) The Provider shall obtain prior written approval from the Department for class members to interrupt or discontinue services.
  - b) If written approval is obtained as specified above, and, as a result, services to the client will be discontinued or otherwise interrupted, the Provider shall give thirty days advance written notice to the client, to the client's guardian, if any, and to the client's community support worker. If the client poses a threat of imminent harm to persons employed or served by the Provider, the Provider shall give notice which is reasonable under the circumstances;
  - c) The Provider shall give notice as may be required by law or regulation, following whichever is more stringent: Chapter II of the MaineCare Benefits Manual, DHHS Licensing Regulations, or the AMHI Consent Decree, whichever is the most stringent.
  - d) The Provider shall assist the client and the client's community support worker in obtaining the services from another provider.
5. The Provider shall submit a written treatment or service plan, or a signed service agreement, to the community support worker when requested by the community support program, to support the consumer's ISP. The written treatment or service plan shall include a description of the service to be provided and any applicable terms included in the ISP. The written treatment or service plan or written service agreement shall also include a detailed statement notifying the consumer of the provider's obligations concerning discontinuing or otherwise interrupting services.
6. The Provider shall maintain current client records that chart progress toward achievement of goals and that meet applicable requirements of the AMHI Consent Decree, contracts, law, regulations, and professional standards.
7. Prior to hiring a direct care worker, the Provider must check the Agency License Management System (ALMS). Here is the link:

<http://www.maine.gov/dhhs/dlrs/cna/home.html>. The ALMS telephone number is 207/624-7300.

- a) A "direct care worker" or an "unlicensed assistive person" means an individual employed to provide hands-on assistance with activities of daily living or other services to individuals in homes, assisted living programs, residential care facilities, hospitals and other health care and direct care settings.
  - b) "Unlicensed assistive person" and "direct care worker" includes but is not limited to a residential care specialist, mental health support specialist, mental health rehabilitation technician, other qualified mental health professional, certified residential medication aide. (See 22 MRSA §1812-J (1)(D)).
  - c) The provider must not hire a direct care worker or unlicensed assistive person who is annotated on the "Maine Registry of Certified Nursing Assistance and Direct Care Workers" (Registry) for a substantiated complaint of abuse, neglect or misappropriation of property. The Provider will document the date of the Registry check, and the results of the Registry check.
  - d) All mandatory reporters must contact the Division of Licensing and Regulatory Services, and other state entities as required by law if abuse, neglect or misappropriation of property of a client, patient or resident is suspected by a direct care worker or unlicensed assistive person. The telephone number to file a complaint is (207) 287-5038 or 1-800-383-2441.
8. The Provider shall maintain a manual of up-to-date job descriptions for each mental health service position. The job descriptions shall clearly define areas of responsibility, including those required in the AMHI Consent Decree.
9. The Provider shall establish a performance evaluation protocol for each direct service position.
10. The Provider shall verify that all its employees who perform client services have received training consisting of, but not limited to:
- a. The legal rights of persons with mental illness;
  - b. Identification of, response to, and reporting of client abuse, neglect and exploitation;
  - c. Specific job responsibilities;
  - d. The agency mission;
  - e. Client privacy and confidentiality;
  - f. Physical intervention techniques, if applicable;
  - g. The terms of the AMHI Consent Decree
  - h. The perspectives and values of consumers of mental health services, including recovery and community inclusion. This portion of the training shall be delivered, at least in part, by consumers;

- i. The ISP planning process;
  - j. Introduction to mental health services systems, including,
    - 1) The role of Riverview Psychiatric Center/Dorothea Dix Psychiatric Center in the mental health system,
    - 2) The responsibilities of various professional and staff positions within the mental health system;
  - k. Family support services;
  - l. Principles of Psychosocial Rehabilitation (PSR); and
  - m. Resources within the mental health service system.
  - n. Trauma informed care and practice.
11. The Provider shall not assign staff to duties requiring direct involvement with clients until staff have received the orientation training listed in section II. B. 8. a - f above, except where the duties are performed under direct supervision.
12. The Provider shall ensure that employees do not implement physical intervention techniques unless they have received training in the use of a gradually progressive system of alternatives that involves the least restrictive means of interpersonal and physical interaction while maintaining a high level of dignity and respect. Examples of such training include The Mandt System or NAPPI. A list of approved behavioral health intervention trainings can be found at the following link:  
<http://muskie.usm.maine.edu/cfl/MHRTIAcceptableTraining.html>
13. The Provider shall ensure that all non-medical staff who have client contact are trained in the identification of adverse reactions to psychoactive medications, first aid, and reporting requirements.
14. The Provider may waive specific training for any employee if the Provider verifies that the employee has recently received approved training through prior employment at another licensed community mental health agency in Maine.
15. The Provider shall ensure that professional staff is required to meet the continuing education requirements necessary to maintain their licenses.
16. The Provider shall accept referrals of all AMHI Consent Decree class members for services provided under their contract with the Department except as provided in paragraph 277 of the Settlement Agreement portion of the AMHI Consent Decree.
17. The Provider shall ensure that services are delivered in a manner that encourages consumer choice, independence, and control over where the consumer lives and what services the consumer receives. The Provider may not, either expressly or by implication, link the consumer's access to or retention of housing with the consumer's receipt of any Section 17 Community Support Services or Section 92 Behavioral Health Home service(s).

18. All agencies providing Mental Health -or Substance Abuse Services under this agreement shall have a current written tobacco policy addressing:
- Inclusion of tobacco assessment and need for treatment in all plans of care;
  - Annual screening of individuals receiving MH/SA services for tobacco use and dependence using best practice assessment protocols, tools, and procedures;
  - Referral of individuals receiving MH/SA services to evidence-based tobacco cessation treatment; and
  - Use of tobacco in agency facilities, on agency property, and at all locations in which services are delivered. At minimum, these policies shall comply with state tobacco laws (MSRA 22 §1580 A and §1541-1550).

These policies shall be reviewed annually with all staff and updated as necessary. Updates shall be submitted to the DHHS program administrator upon update.

19. **Maintenance of Agency Information:**

The Provider shall notify the Contract Administrator within 5 working days of a change to information included on the Provider Contact Information document, using a form available from the Contract Administrator.

20. **Continuity of Care**

Providers must, to the extent permitted by consumers, seek appropriate releases of information at intake and with every treatment/service plan update to improve continuity of care. Providers shall plan with consumers for appropriate releases of information, and educate consumers about the benefits of shared information to continuity of care, and document the planning and discussions within the record. If the consumer does not permit a release of information to another provider of service, then the record must document this attempt to secure a release.

**C. Providers of Behavioral Health Homes and Community Support Services (defined herein as CI, CRS, ACT):** The Provider must:

- Assign a Behavioral Health Home or Community Support Worker within 2 days to class members who are hospitalized at the time of application for CSW services, and must meet with the class member within four days of discharge. Providers must assign a CSW within 3 days to class members who are not hospitalized at the time of application. Non-class members must be assigned a CSW within 7 days. Application means the date on which the request for a CSW was made by the consumer or person acting on behalf of the consumer. Provider must document date of referral in the



Contact for Service Notification when the assignment cannot occur within prescribed timeframes.

- Provide 24/7 access to Behavioral Health Home (BHH0), Community Integration (CI), Community Rehabilitation Services (CRS) and Assertive Community Treatment (ACT) consumer records (including the ISP, the crisis plan, health care advance directives, medical information as available, and basic demographic and service information that might be needed during a crisis) for better continuity of care during a psychiatric crisis. Additionally, the Behavioral Health Home or Community Support Worker is responsible for maintaining the name of the prescriber of psychiatric medications current contact information for that prescriber;
- Assign a community support worker to each consumer receiving CI services. The provider shall assign a substitute worker to the consumer when the regular worker is not available (for example, if the regular worker is out sick, is on vacation or has resigned) and must inform the consumer of the substitute worker's name and contact information;
- Ensure that Behavioral Health Home and community support workers (CI, CRS and ACT) develop Individual Support Plans (ISPs) collaboratively with consumer. The provider will convene ISP meetings as directed by the consumer, and actively coordinate services that are part of the Individual Support Plans. Documented consent of the consumer shall be necessary for the ISP meeting to be held without the presence of the consumer;
- Ensure that Behavioral Health Home and Community Support Agencies participate in quarterly document reviews by SAMHS staff of ISP plans and Provider records, and complete any resultant plans of correction by the assigned date;
- Ensure that Behavioral Health Home and community support workers (CI, CRS, ACT) develop and maintain up-to-date crisis plans and advance directives with each consumer, or document why this hasn't occurred.
- Ensure that the Behavioral Health Home and community support worker reviews with the consumer both the ISP and the crisis plan whenever there is a major psychiatric event;
- Ensure that Behavioral Health Home and community support workers (CI, CRS, ACT) receive not only annual training on the importance of work to recovery, but also ongoing training to improve engagement skills regarding work and documentation of work goals in the ISP.
- Ensure that each consumer's - assigned or substitute CI worker, CRS team member, ACT team member or Behavioral Health Home team member attends (in person or by telephone or videoconference) the consumer's treatment and discharge planning meetings when the consumer experiences a psychiatric inpatient hospitalization.
- Ensure that there is coordination with the consumer's ISP and the hospital's treatment and discharge plan while the consumer is in the hospital;
- Ensure that the hospital receives a copy of the consumer's ISP as soon as the provider is aware of the admission;
- Ensure that Behavioral Health Home and Community Integration Services are available face to face Monday through Friday during normal business

hours of no less than 40 hours per week and that availability is based on consumer need;

- Ensure that employment specialists on ACT teams devote 90% of work time on vocational/employment support related tasks;
- Ensure that during regular business hours the consumer's Behavioral Health Home and community support worker is the first line of crisis resolution
- Enter into a memorandum of agreement with crisis providers outlining at a minimum the procedures, including relevant telephone and pager numbers, for 24/7 access to consumer records as discussed above.

If the Court Master in *Bates v. DHHS* (AMHI Consent Decree) approves, the Provider's obligations pertaining to Community Support Workers (Community Integration, Community Rehabilitation Services or Assertive Community Treatment) may elect to provide the CSW services through the Behavioral Health Homes.

**D. Providers of Crisis Services.** The Crisis Services Provider must:

- Ensure 24/7 availability of crisis workers for Emergency Departments within the community service network;
- Facilitate service during a psychiatric emergency; Provide information to community support providers regarding the provision of crisis services and any psychiatric inpatient or CSU admission to any of their CSS clients within 24 hours of contact;
- Act as the contact for Emergency Departments to retrieve consumer record information from the Behavioral Health Home or Community Support Service (Community Integration, Community Rehabilitation Services or Assertive Community Treatment) provider;
- Report any concerns about the possible inappropriate use of blue papers to a representative of the SAMHS within 24 hours.

**E. Providers of Residential Treatment Services and Specialized Nursing Facility Services.**

The Residential Treatment Services (formerly PNMI) and Specialized Nursing Facility Services Provider must:

- Notify residents of all applicable rights of appeal from a discharge decision;
- Clarify that any transfer of a resident to an acute hospital neither constitutes a transfer nor a discharge for purposes of contracts or regulations; and
- Obtain SAMHS approval for discharges and participate in discharge planning.

**F. Providers of Individual and Group Counseling Services.**

The Individual and Group Counseling Services Provider must:

- Ensure that they are the first responders for client crisis situations during normal business hours and that after hour coverage is available either through its own staff or through formal agreement with the local crisis service provider.
- Submit a written copy of the agency's current after hour coverage policy,

including procedures for accessing on call staff, with or prior to the submission of its first quarterly report.

- Submit a copy of the current signed agreement for crisis services, including any financial remuneration, in the case where the local crisis service is utilized for after hour coverage.

#### **G. Contract Compliance**

In addition to using the termination provisions contained in Rider B paragraph 15 and the set-off provisions contained in Rider B paragraph 26, the Department may exercise the following steps to ensure contract compliance:

**Level 1:** The Program Administrator will notify the Provider in writing of any contract compliance issues identified by Department staff. The notice will include the contract provision that is in noncompliance and a date by which the provider must comply.

**Level 2:** If the compliance issues described by the Program Administrator at Level 1 have not been addressed by the specified dates, the Provider and a representative or representatives of the Department's Office of Substance Abuse and Mental Health Services (SAMHS) will meet, discuss, and document the contract compliance issues. The SAMHS and the provider will develop a corrective action plan which must include:

1. A statement of the corrective actions required for compliance with the contract;
2. The date by which the Provider will comply with the terms of the contract;
3. The consequences for non-compliance; and
4. Signatures of the Provider and the SAMHS representative.

**Level 3:** If the Provider fails to undertake the corrective actions in the corrective action plan, the Department may terminate the contract in accordance with the procedures described in Rider B paragraph 15.